

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

In re	§	
	§	
PASO DEL NORTE MATERIALS, LLC,	§	Case No. 23-30252-HCM-11
	§	
Debtor.	§	

**DEBTOR'S EMERGENCY MOTION FOR AUTHORIZATION TO SELL FOUR
RANCO END-DUMP TRAILERS FREE AND CLEAR OF LIENS**

TO THE HONORABLE H. CHRISTOPHER MOTT, UNITED STATES BANKRUPTCY JUDGE:

Now comes the Debtor-in-Possession PASO DEL NORTE MATERIALS, LLC (hereinafter "PDNM") and through its counsel undersigned files this Emergency Motion for Authorization to Sell Four Ranco End-Dump Trailers Free and Clear of Liens, and for cause would respectfully show as follows:

1.

Petition date in these Chapter 11 proceedings is March 15, 2023. Jurisdiction arises under 28 U.S.C. § 1334 (a), (b), and (e). There is a core proceeding under 28 U.S.C. § 157 (b)(2) (A), (N), and (O).

2.

The Debtor has been offered a purchase contract for four 2020 Ranco 26' end-dump trailers, serial numbers ending -8771, -8772, -8773, and -8774, by the broker CARMODY & ASSOCIATES, INC. The purchaser, for the total sum of \$256,000 (at \$61,500 each), is Core Equipment, LLC of 1476 W. Howard Ave. Ste. B, Gilbert, Arizona 85233. A copy of the contract is hereto attached.

3.

From the \$256,000 there shall be paid the following liens and expenses:

- a) Ad valorem taxes on due thereon as shown on the records of The CITY OF EL PASO. This amount is undetermined as of this date.
- b) Attorney's fees and expenses to Debtor's counsel E.P. BUD KIRK equal to 3.125% of the gross sale price, or \$8,000.
- c) A sales commission of 5.469%, to be paid to CARMODY & ASSOCIATES, equal to \$14,000.00; this commission has already been received by the broker, subject to Court approved.
- d) The balance of the proceeds, estimated to be \$230,000.00, to be paid to the first contractual lienholder, 1ST SOURCE BANK. 1ST SOURCE BANK upon receipt of the above payment shall furnish forms of lien releases to the Buyer, CORE EQUIPMENT, LLC, at 1476 W. Howard Ave, Suite B, Gilbert AZ 85233. The sale is, however, to be free and clear of all liens

4.

The sale is "as is," "where is," except that PDNM is to bear the cost to make the trailers TexDOT inspection compliant. PDNM believes they are already compliant. And if there is any sales tax upon this transaction, the contract specifies that the buyer shall pay it.

5.

The Debtor's appraiser SEAN KELLEY has testified in this Court that the Ranco 26' end-dump trailers have a fair market value of \$62,000 each.

6.

The 4 Ranco 26' end-dump trailers are not in use by the Debtor at this time. This sale will be highly beneficial for the estate, as it will reduce the secured debt owed to 1ST SOURCE BANK.

7.

The purchase money has already been wired to a bank account in the control of the Debtor's counsel, who will be making the disbursements above.

WHEREFORE, PREMISES CONSIDERED, Debtors pray that this Court authorize the sale of the four End-Dump Trailers according to the terms of this Motion. Further, Debtors pray for all other and further relief they deserve in the circumstances, general or special, at law or equity.

Respectfully submitted this 20th day of July, 2023.




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Attorney for Debtor-in-Possession

CERTIFICATE OF SERVICE

I do hereby certify that on the 20th day of July, 2023, I did cause a copy of the foregoing Motion To Authorize Sale End-Dump Trailer to be mailed to U.S. Trustee, 615 E. Houston St., Ste. 533, San Antonio, TX 78205-1539; to Michael Colvard, Subchapter V Trustee, 112 East Pecan St., Ste. 1616, San Antonio, TX 78205; to Paso Del Norte Materials, LLC, 8000 Escobar, El Paso, TX 79907; to Wells Fargo Equipment Finance, Inc., c/o James W. Brewer, P.O. Box 2800, El Paso, TX 79999-2800; to 4Rivers Equipment, LLC, c/o Clyde A. Pine, Jr., P.O. Box Drawer 1977, El Paso, TX 79950-1977; to Texas Comptroller of Public Accounts, c/o Callan C. Searcy, P.O. Box, 12548, Austin, TX 78711-2548; to United States Fire Insurance Company, c/o Gregory M. Weinstein, 8350 Central Expressway, Suite 1550, Dallas Texas 75206; to Sumitomo Mitsui Finance and Leasing Co., Ltd., c/o Matthew F. Kye, Esq., 201 Old Country Road, Ste. 120, Melville, NY 11747; to City of El Paso, c/o Don Stecker, 112 E. Pecan Street, Suite 2200, San Antonio, TX 78205; to Christopher V. Arisco, 420 Throckmorton Street, Suite 1210, Fort Worth, Texas 76102; to 1st Source Bank, c/o Jarom J. Yates, 2323 Victory Avenue, Suite 700, Dallas, TX 75219; to Prana Machinery, Inc., c/o Aldo R. Lopez 5822 Cromo Dr., El Paso, TX 79912; to C&R Distributing, LLC, c/o Michael J. Shane, 4695 N. Mesa Street, Suite 100, El Paso Texas 79912; to Clowe & Cowan of El Paso, LLC, c/o Michael J. Shane, 4695 N. Mesa Street, Suite 100, El Paso Texas 79912; to Joshua Ortega d/b/a Sunset Sand & Gravel, c/o James M. Feuille, One San Jacinto Plaza, 201 E. Main Dr., suite 1100, El Paso, Texas 79901; to Sumitomo Mitsui Finance and Leasing Company, Ltd., c/o James W. King, 6420 Wellington Place, Beaumont, TX 77706; to Internal Revenue Service, c/o Steven Bass, 903 San Jacinto Blvd., Suite 334, Austin, TX 78701; to Joe A. Rosales, Jr., c/o Weycer, Kaplan, Pulaski & Zuber, P.C., 24 Greenway Plaza, Ste. 2050, Houston, TX 77046; and to 20 Largest Unsecured Creditors as shown on the attached list; and via email to Craig Brown, restructuringexperts@gmail.com.

/s/ 
 E.P. BUD KIRK

4988.001-LC-071723

20 Largest Unsecured Creditors

American Express
Customer Care & Billing
P.O. Box 981535
El Paso TX 79998

BioDyna
P.O. Box 955967
Saint Louis, MO 63195-5967

Border International Truck-EP
12283 Rojas
El Paso TX 79936

Brewer Oil Co.
1025 Wall St.
El Paso, TX 79915

C&R Distributing, LLC
140 S. Prado
El Paso, TX 79907

Century Rentals
955 Loma Verde Rd.
El Paso TX 79936

Dump Truck & Loader Service, Inc.
1645 Bessemer
El Paso, TX 79936

Environmental & Safety Solutions
6044 Gateway Blvd., E, Ste. 303
El Paso, TX 79905

Fuels, LLC
P.O. Box 150990
Ogden, UT 84415

Long Horn Electrical Services, Inc.
2227 Texas Ave.
El Paso TX 79901

Office of the Attorney General
Environmental Protection Division
P.O. Box 12548 MC-066
Austin TX 78711-2548

Prana Machinery
11640 Gateway East Blvd.
El Paso TX 79927

Purvis Industries
P.O. Box 540757
Dallas TX 75354

Reliable Asphalt Products
P.O. Box 519
Shelbyville KY 40066

Sapphire Gas Solutions, LLC
Lockbox/P.O. Box 679262
Dallas TX 75267-9262

Terracon
6460 Hiller St., Ste. A
El Paso TX 79925

Wagner Equipment Co.
P.O. Box 919000
Denver CO 80291-9000

Western Explosives Systems Co.
6875 South 900 East
Midvale UT 84047

EXHIBIT “A”

Carmody and Associates, Inc**2 Wood Drive****Shattuc, Illinois 62231****EIN # 81-3984697****INVOICE****INVOICE NO: 2319****DATE: 07/11/2023**

Sold To: Core Equipment llc
1476 W Harvard Ave Ste B
Gilbert AZ. 85233
chris@corereadymix.com
Chris Spring
602-725-6076

Ship To:


SALESPERSON	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
Elmer Steele					Wire Transfer
QUANTITY	DESCRIPTION			UNIT PRICE	AMOUNT
4	Used 2020 Ranco End Dumps VIN # 1UNSD2647MR168771			\$60,500.00	\$242,000.00
	VIN # 1UNSD2649MR168772, VIN # 1UNSD2640MR168773				
	VIN # 1UNSD2642MR168774			\$ 3,500.00	\$ 14,000.00
	Brokerage Fee				
	Buyer responsible for all transport cost and for paying Sales tax if required				
	Seller will repair/ replace items to pass DOT inspection.				N/C
	AT TIME OF PURCHASE EQUIPMENT WILL BE FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES				
				SUBTOTAL	\$256,000.00
				Sales Tax	
				SHIPPING & HANDLING	
				TOTAL DUE	\$256,000.00

F.O.B. Sold "AS IS WHERE IS" with no expressed or implied warranty. ALL SALES ARE FINAL.

While all descriptions (including serial numbers, age and condition of the equipment) have been conscientiously set forth by the Owner and are assumed to be correct, neither the Owner nor the salesman assume any responsibility for such and NO WARRANTY is either intended or implied.

It is the Buyer's responsibility to provide proper safety devices and equipment to meet all government safety standards. Buyer agrees to indemnify and hold harmless Sellers against any damage caused by the acts of the Buyer, or any person at Buyer's request or on Buyer's behalf, in connection with the dismantling or removal of the property described in this invoice.

Buyer understands and agrees that in the event Buyer fails to pay Seller pursuant to the terms hereof, and it is necessary for Seller to enforce the terms hereof, with or without suit, Buyer shall be responsible for all costs of collection, including reasonable attorney's fees that may incurred in any such endeavor or proceeding. In the event of litigation, the parties hereto agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Clinton County, Illinois.


 Authorized agent

THANK YOU FOR YOUR BUSINESS!